

- 3) Parent's divorce or legal separation;
- 4) A parent applies for and becomes entitled to Medicare; or
- 5) The dependent ceases to be a "dependent child" under SAA's Group Health Insurance Plan. A "dependent child" ceases to be a dependent child under the SAA Employee Benefits Plan at age 19, or 25 if a full-time student, unless the child is disabled and incapable of self-support.

Under the COBRA law, the covered worker or a family member has the responsibility to inform the SAA Plan Administrator of a divorce, legal separation, or a child's loss of dependent status under SAA's Group Health Insurance Plan. Such notice must be made within 60 days of the event or the date on which coverage would be lost because of the event. You as an employee have the responsibility to notify the SAA Plan Administrator of the covered worker's death, termination of employment or reduction in hours, or entitlement to Medicare.

When the SAA Plan Administrator is notified that one of the above named events has happened, he or she will in turn notify you that you have the right to choose continuation coverage. Under the COBRA law, you have at least 60 days from the date you would lose coverage because of one of the events described above to inform the SAA Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, SAA is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The COBRA law requires that you be afforded the opportunity to maintain continuation coverage for 36 months (i.e., 3 years) unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. The 18-month period may be extended to 36 months if other events (e.g., divorce, legal separation, death, or Medicare entitlement) occur during that 18-month period. Moreover, the 18-month period may be extended for an additional 11 months (for a total of 29 months) if an individual is determined to be disabled (under the rules for Social Security disability benefits) and the Plan Administrator is notified of that determination within 60 days. The affected individual also must notify the SAA Plan Administrator when it is determined (for purposes of Social Security disability benefits) that the individual is no longer disabled.

The COBRA law provides that your continuation coverage may be cut short of the full coverage period - i.e., 18, 29, or 36 months - for any of the following reasons:

- 1) SAA no longer provides group health coverage to any of its employees;
- 2) The premium for your continuation coverage is not paid;
- 3) You become covered under another group health plan that does not contain any provision restricting or limiting coverage of a "preexisting medical condition;"
- 4) You become eligible for Medicare;

- 5) There has been a final determination that you are no longer disabled (in the case of beneficiaries who qualified for an extra 11 months continuation coverage based on their disability at termination).

You do not have to show that you are insurable to choose continuation coverage. However, under the COBRA law, you may have to pay all or part of the premium for your continuation coverage. A minimum 30-day "grace period" will be allowed for you to pay your regularly scheduled premiums. The COBRA law also says that, at the end of the 18, 29, or 36-month continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under SAA's Group Health Insurance Plan.

The COBRA law applies to SAA's Group Health Insurance Benefits Plan beginning on November 1, 1990. If you have any questions about the COBRA law, please contact the SAA Plan Administrator, ST San Antonio Aerospace, Inc. Also, if you have changed marital status, or you or your spouse has changed address, please notify the SAA Plan Administrator at the above address.

#### SICK LEAVE

When an employee is required to miss work because of a illness or injury not covered by workers' compensation, he/she may be eligible for up to 40 hours of paid sick leave each calendar year after completion of the initial 90 day training period. Paid sick leave for newly hired employees in their first year of employment is prorated in accordance with the schedule below. However, newly hired employees are not entitled to paid absences until they have successfully completed their 90-day training period.

<u>Month of Hire</u>	<u>No. of Paid Hours</u>
January	40.0
February-March	32.0
April-May	24.0
June-July	16.0
August	8.0
September	4.0
October-December	0.0

Unused sick leave will not be paid upon termination of employment and cannot be carried over into the next calendar year.

#### SHORT TERM DISABILITY PAY

At no cost to you, SAA provides short-term disability pay continuation for regular full-time employees after six (6) months of regular full-time employment with SAA. To be eligible for short-

At no cost to you, SAA provides *short-term disability pay continuation* for regular full-time employees after six (6) months of regular full-time employment with SAA. To be eligible for short-term disability pay continuation, you must be unable to perform your job, or any other job offered to you by SAA, because of an injury, illness or other disability (including pregnancy, childbirth, and related medical conditions). Short term disability pay continuation has a 5 work day waiting period during which you will not be paid unless you substitute available sick leave, vacation leave or floating holidays. Employees who refuse to accept work within any restrictions prescribed by their doctor are not eligible for short-term disability payments.

You will be required to submit a medical certification from your physician to the Human Resources Department describing the nature of your disability and the physical or mental restrictions, if any. A Human Resources Department representative may contact your physician to clarify or seek additional information. A medical certification or progress report may be required for continuation or extension of short-term disability pay continuation.

Eligible employees will be placed on medical leave of absence and will be paid full base pay from the sixth through the thirtieth day of the absence.

On the thirty-first calendar day, pay continuation drops to 66 2/3% of base pay and continues through the sixtieth day. On the sixty-first day, pay continuation drops to 50% of base pay and continues through the ninetieth day.

On the ninety-first calendar day, SAA's short term disability pay continuation stops, even though an approved medical leave of absence may continue for up to twelve months.

Unless you are on an approved FMLA leave, you must contact the Human Resources Department by telephone each week to update your status and to provide any requested information, and for SAA to provide you with information we feel you should know. For details on STD pay, see *SAA Policy and Procedures Manual*.

#### *LONG TERM DISABILITY INSURANCE (LTD)*

#### *PAID HOLIDAYS*

SAA recognizes eight paid holidays each year.

New Year's Day  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
 Christmas Day  
 Two floating holidays

*A floating holiday must be scheduled with your manager at least two weeks before you wish to use the holiday. One floating holiday is earned each six months of the calendar year. One may be taken in the first six months of the calendar year. The second is available beginning July 1. Floating holidays may be carried from the first half to the second half of the year but CANNOT be carried over into the following year. Floating holidays are available to new hires during the first calendar year based on date of hire. Floating holidays that you do not take are not paid upon termination of employment.*

From your first day of full-time employment at SAA, you become eligible to receive holiday pay for the six scheduled holidays listed above. You must, however, either work or be on approved paid leave of absence on your last *scheduled* work day before and your first *scheduled* work day after a holiday to receive holiday pay.

#### PAID VACATIONS

SAA provides paid vacation for all eligible employees for the purpose of rest and relaxation. While you are a regular full-time employee you will accrue 10 vacation days (80 hours) each year at 3.08 hours per pay period. Your vacation begins accumulating the first full pay period after your hire date. However, vacation does not accumulate if you are on an approved leave of absence of 30 days or more. You are eligible to take five accumulated vacation days, with the approval of your manager, after six consecutive months of employment. Vacation accrued during one calendar year may be carried to the next calendar year; however, it cannot be carried into the third year nor exceed a total of 80 hours carryover on December 31st.

#### PERSONAL LEAVE

##### UNPAID LEAVE OF ABSENCE

After completion of 180 consecutive calendar days of regular full-time or part-time employment, an unpaid personal leave of absence of up to six months may be granted. You will be required to exhaust any accumulated paid time off (e.g. vacation) before beginning an unpaid leave of absence. During an unpaid leave of absence, the cost of any benefits paid by the employee through payroll deduction must be paid by check to the Human Resources Department monthly. Failure to make timely payment will result in cancellation of coverage.

~~You will be considered to have voluntarily quit your job (1) if you do not return to work on or before the fifth scheduled work day after an approved leave of absence expires; or (2) if you apply for or~~



engage in other employment while you are on a family and medical leave. You will be discharged if you give a false reason for a requested leave.

### *MEDICAL LEAVE OF ABSENCE*

~~Regular full-time employees may be granted a medical leave of absence without pay for up to 12 months. To support a medical leave, you must provide a physician's certification that specifically states that you are unable to perform your job or any other job for a specified medical reason. You will be required to exhaust any accumulated paid sick leave and paid vacation before beginning the unpaid leave of absence. Employees on approved medical leave may be eligible for short-term disability pay continuation as provided in our "Short Term Disability Pay" policy. Long term disability insurance benefits may apply if the employee is eligible and elected to obtain this insurance coverage. An employee who is absent for more than 12 months generally will be terminated. Employment thereafter is subject to job availability. The employee will be notified of any insurance conversion rights at this time.~~

You will be considered to have voluntarily quit your job (1) if you do not return to work on or before the fifth scheduled work day after an approved leave of absence expires; or (2) if you apply for or engage in other employment while you are on a family and medical leave. You will be discharged if you give a false reason for a requested leave.

### *FAMILY AND MEDICAL LEAVE*

Eligible employees may request up to 12 weeks unpaid leave during a 12-month period:

- For the birth of your child (mother or father), or the placement of a child with you for adoption or foster care, including child care after birth or placement for adoption or foster care. If both a husband and wife are eligible employees, they may take only a total of 12 weeks. Leave to care for a child after birth or after adoption or placement with you for foster care must be taken within one year after the birth or placement of the child.
- To care for the employee's spouse, child or parent with a serious health condition.
- For the employee's serious health condition.

~~In determining whether an eligible employee has taken his or her full entitlement to 12 weeks unpaid leave of absence during a 12-month period, we use a "rolling" 12-month period measured backward~~

from the date an employee uses FMLA leave. For example, if you request FMLA leave beginning September 1st, we would measure backward to September 1st of last year to determine whether you have already used 12 weeks of FMLA leave during that 12-month period.

*Eligibility* To be eligible for family and medical leave under this policy, you must meet both of the following conditions: (1) you must have worked for SAA for at least 12 months (52 weeks), which need not be 12 consecutive months; and (2) you must have worked at least 1,250 hours during the 12 months immediately preceding the family and medical leave.

*Employment Following Leave* When you return to work following a family and medical leave, you will be assigned to your former job or to an equivalent job with the same pay, benefits and working conditions. If you do not return to work following a family and medical leave, your employment may be terminated and you may be required to reimburse SAA for any insurance premiums we paid during the leave unless your failure to return to work is due to circumstances beyond your control, such as a serious health condition continuing or a new serious health condition arising.

*Employment Benefits During Leave* During an approved family and medical leave, your health insurance, if any, will continue just as if you had not taken leave. We will continue to pay any portion of the premium that we would pay if you were working, and you must make arrangements to pay on time any portion of the premium you would pay if you were working. If you fail to pay on time any portion of the premium you are required to pay, your insurance coverage may terminate. You do not accumulate paid leave or any other benefit while on family and medical leave. You may continue other benefits, if any, as permitted by the particular benefit plan by making arrangements in advance to make any required contributions or premium payments.

*Use of Paid Leave* You must use any accumulated paid leave, including any paid sick leave and paid vacation, at the beginning of your family and medical leave. After you exhaust paid leave, the rest of the family and medical leave, if any, will be unpaid. Employees who are eligible for short-term disability pay continuation will be paid as provided in our "Short Term Disability Pay" policy.

*Intermittent Leave or a Reduced Work Schedule* Intermittent or reduced-schedule leave may be granted, if medically necessary, for a serious health condition. Intermittent leave or a reduced-schedule will not be granted for the birth of a child, or for childcare. You should consult with your treating physician to schedule any necessary medical treatment to avoid unnecessary disruption of our business operations (for example, scheduling periodic medical treatment for a serious health condition at or near the end of the workday). In all cases, the total family and medical leave will not exceed a total of 12 weeks over a 12-month period.

*Procedure for Requesting Leave* Except where leave is unforeseeable, you must request family and medical leave by submitting a completed *Request for Leave* form to the Human Resources Department. If possible, you must give at least 30 days notice before the date you want

the leave to begin. If this is not possible, you must provide as much notice as is practicable under the circumstances. While on an approved family and medical leave, you may be required to report semi-monthly to the Human Resources Department regarding the status of your medical condition and your intent to return to work. If the Company determines that a leave of absence qualifies for Family and Medical Leave, including a leave for serious health condition covered by workers' compensation, the leave may be designated as Family and Medical Leave by the Company. If so, the leave will count toward your annual 12-weeks of unpaid leave.

*Certification of a Serious Health Condition.* If you request leave for a serious health condition, you may be required to provide a medical certification of the condition, and, if the leave is requested to care for an immediate family member with a serious health condition, to certify the need for you to provide care. We may require re-certification on a reasonable basis during the leave. The certification must be provided on the *Certification of Health Care Provider* form, which is available from the Human Resources Department. We may require you to obtain a second medical opinion from a health care provider chosen by SAA at our expense to verify any such certification.

If the second opinion differs from the certification provided by the employee, we might require, at our expense, the opinion of a third provider chosen jointly by SAA and by you. The third opinion will be final and binding. When you seek to return to work following an approved family and medical leave for a serious health condition, you must provide a medical certification saying that you are able to perform your essential job duties. If not, the medical certification must describe any limitation on your ability to perform your essential job duties so a determination can be made whether a reasonable accommodation can be made that will enable you to perform your duties.

*Failure to Return From Leave.* You will be considered to have voluntarily quit your job (1) if you do not return to work on or before the fifth scheduled work day after an approved leave of absence expires; or (2) if you apply for or engage in other employment while you are on a family and medical leave. You will be discharged if you give a false reason for a requested leave.

### **MILITARY LEAVE OF ABSENCE**

You will be provided an unpaid leaves of absence if you perform military service in the U.S. military, the U.S. Reserves, the National Guard or the Public Health Service. You must provide a copy of your duty orders as soon as possible to support your request for leave. Employees on a military leave of absence will be reinstated as required by applicable law if they satisfy all applicable legal requirements and reapply within the time prescribed by law. You may use your accumulated paid vacation time during military leave.

### **BEREAVEMENT LEAVES**

Bereavement leave with pay may be granted to a regular full-time employee for a period of up to five calendar days (40 hours) for the death of your parent, spouse or child. A leave with pay for up to

three days (24 hours) may be granted for the death of a sister, brother or grandparent. If you are granted bereavement leave, you will be paid for your regular work hours during the leave. The amount of time granted is within SAA's discretion and depends upon individual needs (e.g., distance to travel, and employee's work schedule).

### *JURY LEAVES*

If you are summoned for jury duty, you must notify your supervisor and provide a copy of the summons so necessary arrangements can be made to cover your work assignments. You will be given the necessary time off to complete the jury duty. If released by the court with four or more hours of the workday remaining, you must report to work unless excused by your supervisor.

If you are summoned to serve on a jury, and you are a regular full-time hourly-paid employee, you will be paid your regular rate of pay for those hours you were regularly scheduled to work up to 8 hours. If you are a salaried employee, you will be paid your normal salary for time spent on jury duty. Time spent on jury duty will be counted in computing overtime pay for non-exempt employees.

## *HOURS OF WORK AND PAY*

### *TIME CARDS/TIME CLOCKS*

Your work hours will be recorded by electronic time clock or scanning device using an authorized security badge and/or time cards completed by you and your supervisor. If you forget your identification badge, you must obtain a temporary badge from the security guard before beginning work. You should also record reporting and leaving times on the log at the security guard's office each day that you do not have your badge. If you forget to clock-out or clock-in (or if your time card is incorrect for any reason), your supervisor must correct the error and initial the necessary correction. You may not record another employee's time, clock-in or clock-out for another employee, or have another employee record your time or clock-in or out for you. You may not alter or falsify your own or another employee's time card. Violation of these rules is grounds for immediate termination.

If you lose your authorized security badge, a charge will be imposed for badge replacements.

### *BUSINESS TRIPS*

Before departing on a Company-approved business trip, you should complete job cards for eight hours for each workday you expect to be absent. These cards must be approved by your supervisor.



### OVERTIME

Business demands may require overtime work. Non-exempt employees (generally those paid by the hour) may not work overtime unless instructed to do so by the employee's immediate supervisor. However, if you are a non-exempt employee, and you are scheduled to work overtime, you are required to work the assigned hours. All overtime must be approved by management on appropriate forms before you work any overtime.

Non-exempt employees will be paid 1-1/2 times their regular rate of pay for all hours worked in excess of 40 hours in a workweek. Paid time off during the workweek will be included as time worked. This includes paid time off for vacation, floating holiday, sick leave, bereavement, credit time, and jury duty. It also includes unpaid "time off" (TO) due to lack of work. Other unpaid absences, i.e., medical, military, or personal will not be included as hours worked for the purpose of overtime computation.

Exempt employees (generally those paid a salary) are paid for performing a specific job, not for the number of hours worked. Accordingly, if you are an exempt salaried employee, you are not generally paid extra for overtime work.

### SHIFT DIFFERENTIAL

A shift differential of 3% for second shift will be paid to non-exempt production workers who are regularly scheduled to work these hours for 5 or more consecutive workdays.

### HOLIDAY PAY

#### Holiday Worked

If you work on a scheduled Company holiday (not a floating holiday), you will be paid eight hours "holiday pay" at your regular rate and the hours you work will be paid at 1-1/2 times your regular rate. The hours actually worked on that holiday will count toward overtime in that workweek.

If you are scheduled to work on a designated holiday and you fail to report to work, you will not receive holiday pay or regular pay for that day and will be considered AWOL.

### Holiday Not Worked

On a holiday *not* worked, you will be paid your regular rate of pay for eight hours. To receive holiday pay, you must be a full-time employee actively employed by SAA and you must have worked your last scheduled workday before the holiday and your first scheduled workday following the holiday.

"Last" and "first" scheduled work days refer to the days you are scheduled by your supervisor to be present for work and for which you have not been excused in advance by your manager and department head.

### Holiday During Vacation

If a Company scheduled holiday falls during your paid vacation, you will receive holiday pay for that holiday and you will not be charged for a vacation day.

### WORK WEEK/WORK HOURS/LUNCH

The normal workweek begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the following Saturday. Regular hours for administrative employees are 8:00 a.m. to 5:00 p.m. Production employees on first shift are scheduled to work from 5:30 a.m. to 2:00 p.m. Second shift employees are scheduled to work from 2:30 p.m. to 11:00 p.m. In some cases, employees working in certain areas may be required to work different hours depending on business requirements.

A 30 minute *unpaid* meal break is authorized for production employees. Meal break schedules depend upon business requirements.

You are expected to be on time for work each day and to record your hours accurately on your time cards. To ensure security and safety, you should report to work and leave work as close to your scheduled starting and finishing time as possible.

### REPORTING FOR WORK/LEAVING WORK

You should report to work shortly before your scheduled reporting time, and leave shortly after completing your scheduled workday. For security and safety reasons, employees are not permitted to congregate or otherwise remain on SAA property, including parking lots, before or after work is prohibited.

### CHANGE IN STATUS OR PAYS

All changes in your status or pay will be recorded on an official form maintained by Human Resources. The original form will be kept in your personnel file in Human Resources.

### GARNISHMENTS

You should make a genuine effort to pay your financial obligations. When a creditor starts garnishment proceedings against you, SAA ("Garnishee") is made a party to the lawsuit and is compelled by law to withhold a percentage of your pay to satisfy the garnishment. Garnishment proceedings impose an undue expense and administrative burden on the Company. Consequently, you should make an effort to pay your financial obligations and to avoid garnishment proceedings.

### PAYDAYS AND PAYCHECKS

You will be paid by direct deposit every two weeks, normally on a Friday, as scheduled by the Payroll Department. All new hires are required to set up a direct deposit arrangement between SAA and a bank or credit union of your choice. You cannot receive your paycheck before the scheduled payday. Your paycheck stub for each pay period will itemize deductions that are made from your pay and show your accumulated vacation and sick leave time.

If there is a discrepancy in your paycheck, you should see your supervisor. He or she will review the situation with the Payroll Department and give you an explanation or make arrangements for you to talk directly with the Payroll Department.

### CONFIDENTIALITY OF EMPLOYEE RECORDS

All personnel records and rates of pay are confidential information. You must keep this information in strict confidence. Any questions or issues about your personnel record or rate of pay should be discussed with your supervisor or manager, *not with other employees*. Violation of this confidentiality policy is a ground for discipline, including termination.

Good business practice requires consistency when releasing employee information. To ensure consistency and to avoid unauthorized disclosure of personnel information, this responsibility is handled exclusively by the Human Resources Department. Accordingly, all requests for employee information, either by phone or in writing, must be directed to Human Resources.

### ATTENDANCE/ABSENTEEISM

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#### ATTENDANCE

Regular attendance is an essential duty of every job at SAA. It is your responsibility to report to work each day you are scheduled to work. That responsibility is one of the most important obligations you assume as a condition of employment with SAA.

You were hired because we believed that you would be a dependable employee. Good attendance is a mark of dependability. We understand that personal circumstances, often beyond your control, will sometimes necessitate lost work time. Absenteeism and tardiness must, however, be kept to a minimum. "Tardiness" includes reporting for work after your scheduled starting time, leaving work early, leaving work before your scheduled meal break or returning to work late from your meal break.

If you cannot report for work, you must notify the manager on duty in your department at least one hour before your normal reporting time, if possible. If an emergency causes you to be late for work and you are not able to notify your manager before your normal reporting time, contact your manager as soon as possible. In any event, you must notify SAA security. When you phone in your absences or tardiness, give the following information: (i) name, (ii) telephone number where you can be reached, (iii) when you expect to return to work, and (iv) the reason for the absence or tardiness.

If you become ill during the workday, you should notify your supervisor or another member of management before you leave work. Employees who leave work without notifying their supervisor or another member of management are subject to discipline, including discharge.

An employee who is absent from work should notify his or her supervisor each day, unless the employee has previously advised the supervisor of the expected duration of the absence, or the employee is on an approved leave of absence. If you are not on an approved leave, after three consecutive work days of absence due to illness or disability, you may be required to provide a doctor's certification stating that you are physically unable to work and the reason.

The Company maintains attendance records, which include the reasons you give for missing work. *Unexcused* absenteeism or tardiness is a ground for discipline, including discharge. Even *excused* absenteeism or tardiness, however, is a ground for discharge if it becomes excessive. An approved leave of absence is not considered to be an absence under our "Attendance Policy." An employee who is absent without excuse for five consecutive scheduled working days will be considered a "voluntary quit."

#### **NOTIFICATION OF ABSENCE**

If possible, permission should be obtained in advance from your immediate supervisor or department manager for any absence from work. Remember, an absence from work may affect your continued employment, your insurance coverage, and other employee benefits. The Human Resources Department can explain the requirements of various Leaves of Absence and help you protect your



status with the Company if you need to be absent. Be sure you talk with your supervisor any time you need time off for any reason.

### VOLUNTARY QUIT

If you are absent from work on five consecutive scheduled workdays without notifying SAA, you will be treated as having voluntarily quit your employment. If you apply for or engage in other employment while you are on a leave of absence, you will be deemed a voluntary quit.

### TARDINESS

Reporting to work late (tardiness) occurs when you clock-in any time up to two hours after your scheduled starting time (reporting to work more than two hours late is treated as an absence, which may be charged against accumulated paid leave). The Company will use one-tenth of an hour (.1) as a unit in recording late reporting time. If you clock in from one to six minutes late, your pay will be reduced by the equivalent of one-tenth of an hour. Late reporting of over six minutes will be computed in multiples of six-minute units.

You are expected to be in your work area and ready to work at your scheduled starting time. At times, reasons beyond your control may result in your being late. These occasions should be kept to a minimum. Reporting late more than three times during a 30 day period is deemed excessive and subject to disciplinary action. Depending upon your absentee record, the first disciplinary step will be a verbal warning, followed by more severe discipline if the problem persists.

## GENERAL ADMINISTRATION

### COMMUNICATION

Communication is a two-way street. It includes *both* giving information, and receiving information.

We want you to know and understand what is going on at SAA, and we have developed several tools to accomplish this. It is your responsibility to use them.

Employee Communication Centers are located conveniently throughout the work areas. Make it a habit to check them on a daily basis for information that may be of real importance to you. The ~~Communication Centers are exclusively for business information posted by SAA.~~

Periodic meetings are a key part of our communication program. Representatives from all departments and top management meet to discuss problems and work out solutions. Company plans, goals, and other important matters are discussed at these sessions.

Additional communication tools include occasional letters with your paycheck or mailed to your homes, special meetings and the regular publication of *Plant Talk*, our Company newsletter.

Remember, however, your supervisor is the most important source of information.

### **OPENDOOR POLICY**

Effective communication between SAA and you is essential. SAA strongly believes that the only way to achieve this goal is through an *Open Door Policy*. We welcome your suggestions and ideas. If you should have any questions, concerns or problems, you should discuss them with your supervisor or department manager. If he or she does not give you an answer to your satisfaction, then you can go directly to his or her manager and express your concern or question.

You are important! We want to hear what you have to say, and we want to keep you informed.

### **PERFORMANCE APPRAISALS**

**90-Day Review** All new employees will receive an initial 90 day performance appraisal after completing the first 90 days of employment to review the employee's job performance and training status/requirements.

**Monthly Performance Review.** Monthly performance reviews are completed on all hourly paid employees to evaluate performance levels for the month on specific job-related factors depending on your position.

**Annual Performance Review.** An Annual Performance Review is also scheduled each year for all employees. Your appraisal will be reviewed with you. The written appraisal will be retained by Human Resources in your personnel file to provide a record of your performance.

### **PERSONAL PROPERTY**

SAA does not assume any responsibility or liability for personal property that you have on Company premises, including tools or tools boxes.

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### **PARKING**

Free parking space is provided for your convenience. You are responsible for locking your vehicle and securing any personal items of value. SAA is not responsible for lost or damage property, including vehicles, in the parking lot. Your conduct in the parking lots should reflect courtesy, safety and respect for others and their property. There will be assigned parking for visitors, customers and disabled persons inside the fenced area. Please do not park in these areas.

Please drive safely on Company property. You must observe the posted speed limit with due regard for both pedestrian and vehicular traffic. Repeated parking violations in the parking lot may result in your vehicle being towed at your expense. Improper parking can result in blocked lanes risking access by emergency vehicles.

### LUNCHROOMS/BREAKROOMS

SAA provides a comfortable, clean place for you to eat and take breaks. Vending machines are available if you desire to purchase food, beverages and snacks. Each of us should do our part to maintain the lunchrooms/breakrooms in a clean, orderly and sanitary condition.

1. After eating, put your trash in the trash receptacles and keep the tables as clean as possible so others may enjoy a clean break area.
2. If you lose money in the machines, you should see the Receptionist for refund instructions.
3. If you have any complaint about the quality or condition of items from vending machines, you should put your complaint in writing and give it to the Human Resources Administrator, who will submit it to the vendor.

### DRUG/ALCOHOL POLICY

Possession or use of alcohol or controlled substances on Company property or on Company time is strictly prohibited. Reporting to work, coming onto Company property, or remaining on Company property with a controlled substance or alcohol in your body or while under the influence of controlled substances or alcohol is also prohibited.

The Company is committed to maintaining a drug-free work environment. Pre-employment, random, reasonable cause, and post-accident drug testing will be done in compliance with FAA requirements. (For details, see our Drug Free Work Environment policy, a copy of which is available in Human Resources).

~~If you must use a prescription drug that has adverse side effects (such as drowsiness, impaired reflexes, or slowed reaction time), you must inform your supervisor that you are taking the medication on the advice of a physician. Upon request, you may be required to verify the~~

prescription. If the prescription drug causes production or safety problems, you may be placed on leave while you are taking the medication.

The Company reserves the right to conduct drug or alcohol tests, to search lockers, handbags, lunch boxes, tool boxes and other personal effects with or without notice. The refusal to be tested or to permit a search upon request is grounds for immediate termination.

### *CONFLICT OF INTEREST POLICY*

Any situation in which your interests *may* conflict with the interests of SAA or its parent company must be avoided. Any potential conflict of interest should be brought to the attention of your department manager immediately and resolved to SAA's satisfaction. Any employee in deliberate violation of this policy will be subject to disciplinary action, including termination.

### *STANDARDS OF CONDUCT*

Our philosophy of mutual trust and respect is basic to SAA's objectives and to our working relationship. Complementing mutual trust and respect is mutual expectation. In exchange for the trust and respect given to you, you are expected to respect the rights of co-workers and the rights and needs of SAA to achieve its goals. When this happens, we can operate with a minimum of rules and regulations. However, we realize the need for appropriate guidance so we can all act fairly and consistently at all times.

Under SAA's *Standards of Conduct* you are expected to:

1. Respect and support SAA's philosophy and objectives.
2. Report to work on time and complete your shift as scheduled.
3. Report to work mentally alert and ready to perform your job in a safe and productive manner.
4. Comply with all safety rules and properly wear and/or use appropriate safety apparel and equipment.
5. Accept and follow the directions of your manager or supervisor in a cooperative and respectful manner.



6. Respect the dignity, rights, and property of all others with whom you come into contact. Avoid behavior that could be harassing or intimidating to other employees. See our EEO/Harassment Policy.
7. Handle all equipment, tools, and hangar facilities properly and carefully.
8. Keep all information about SAA, its employees, its operation and its activities in confidence.
9. Advise your manager of anything that affects your job performance or that of a co-worker.
10. Refrain from any activity that would be unsafe, illegal or disruptive.
11. Conduct yourself both on and off Company premises as an exemplary citizenship.

If you do not abide by these guidelines or if you fail to act in the best interests of SAA or your co-workers, your manager generally will discuss the problem with you in an effort to correct the situation. If the violation continues, appropriate disciplinary action will be taken.

#### EMPLOYEES MISCONDUCT

The following activities are prohibited on the job, and will result in disciplinary action, which may include termination.

1. Horseplay, practical jokes or pranks.
2. Fighting.
3. Possession, use or reporting to work under the influence of alcohol or drugs, or any other violation of our "Alcohol/Drug Policy."
4. Insubordination (see policy on "Insubordination").
5. Intentionally or carelessly damaging Company property, customer property or your co-workers' property.
6. Dishonesty (see policy on "Dishonesty").
7. Unexcused or excessive absenteeism or tardiness (see policy on "Attendance").
8. Unauthorized use or disclosure of confidential business information.

9. Carelessness resulting in either an unsafe condition or an accident, including sleeping on the job.
10. Falsifying any employment-related records.
11. Unauthorized use or misuse of Company property or equipment.
12. Possession of firearms or other weapons at work.
13. Harassing or threatening fellow employees, customers or visitors, including any kind of threatening comments or gestures regardless whether directed at a particular person (see e.g., "EEO/Harassment Policy").
14. Violation of established safety rules.
15. Unauthorized use of the communications centers.
16. Gambling at work.
17. Unauthorized solicitations or distribution of written material (see policy on Solicitation and Distribution).
18. Failing to report on-the-job accidents or injuries.
19. Neglect of assigned duties.
20. Unsatisfactory job performance.
21. Violation of Company policies or procedures.

In addition to the foregoing rules, you should use common sense to guide your behavior. Gossiping, needless complaining, loud talking and profane or vulgar language are out of place and unacceptable. Horseplay, practical jokes and pranks can cause ill feelings and even could cause on-the-job injuries. Such conduct is not allowed. Instead, courteous and considerate behavior towards your co-employees is always appropriate. Simple expressions such as "please" or "thank you" or "may I help you" are often overlooked, but are always appreciated.

It is easy to criticize, but more difficult to make constructive suggestions. Voice your complaints directly to your supervisor or manager through our "open door" policy. Complaining to your fellow employees will not resolve problems. Constructive complaints communicated to the right person may help improve the workplace for us all.

We developed our rules of conduct to guide your on-the-job behavior. You should become thoroughly familiar with these rules. If you have questions, ask your supervisor. You should understand, however, that the general rules are not an all-inclusive list of the grounds for discipline or discharge and do not limit the Company's discretion to discipline or discharge for other reasons that the Company deems sufficient. Moreover, the nature of the discipline imposed for misconduct may be affected by the circumstances surrounding the particular incident. In each case, management will decide the appropriate discipline.

### INSUBORDINATION

We expect you to perform job assignments promptly and to carry out all instructions from your supervisor or from any other member of management. Refusing or failing to carry out instructions, including an unreasonable refusal to work overtime, is a ground for discipline, including discharge. Any verbal abuse of a supervisor, including profanity or name-calling, is a ground for discipline, including discharge.

### DISHONESTY

Dishonesty includes, but is not limited to (i) theft or unauthorized possession of Company property, customer property or your fellow employee's property, (ii) failure to report known or suspected theft, and (iii) providing false information for any employment-related purpose. You must have a properly completed and authorized property pass before you can remove any Company property from the workplace.

### LOST OR DAMAGED PROPERTY

If you negligently lose or damage Company or customer property, you may be required to reimburse the owner for any expense the owner incurs.

If you intentionally or recklessly damage Company, customer or employee property, you are subject to disciplinary action.

## INVESTIGATION OF MISCONDUCT

To protect our employees and our customers, we must be able to investigate suspected unauthorized conduct. You are required to cooperate and to assist management in investigating unauthorized conduct. While on Company property, employees may be required to submit to a reasonable search of clothing, purses, lunch boxes or other containers, desks, toolboxes and personal vehicles. An employee's refusal to cooperate in an investigation, including a refusal to submit to a search if requested to do so, is a ground for discipline, including termination.

## EMPLOYEE DISCIPLINE

Appropriate disciplinary action will be taken by SAA for violation of our policies, procedures, disciplinary rules and standards of conduct.

For the protection of SAA and its employees, reasonable Rules and Standards of Conduct have been established. Additionally, the Company requires compliance with all SAA policies and procedures, and all laws and regulations adopted by the United States Government, State and local authorities.

Generally, an appropriate management investigation will be conducted before formal disciplinary or "administrative action" is taken against an employee. An administrative action may be minor or major and is defined as follows:

Minor Administrative Actions include verbal warnings or counseling, and verbal or written reprimands. A reprimand is the most severe minor administrative action. Verbal reprimands must be documented by the supervisor, including date, nature of offense, and action taken. A copy of the documentation must be submitted to Human Resources for inclusion in the employee's personnel file. This provides a record if repeated offenses occur that requires more severe action.

Major Administrative Actions is those that affect an employee's pay or continued employment with SAA. Major administrative actions include suspension, demotion and termination. Major administrative actions generally are limited to violations of disciplinary rules or SAA's Standards of Conduct, and unsatisfactory job performance. However, this type of action may also be used where minor administrative action has not corrected unacceptable behavior or performance problems.

Once again, you should understand that our Rules and Standards of Conduct are not an all-inclusive list of the grounds for discipline or termination and do not limit the Company's discretion to discipline or terminate for other reasons the Company deems sufficient. Moreover, the nature of the discipline imposed for a violation may be affected by the circumstances surrounding the particular violation, including past discipline and records. In each case, SAA will decide the appropriate discipline.



## **GRIEVANCE PROCEDURE**

We share a common interest in resolving work-related complaints, problems or misunderstandings. Anything in our work relationship that is a cause of distress, a reason for complaint or a feeling that you have been treated unfairly is considered a "grievance." Although we encourage you to resolve problems through informal discussions with your supervisor or by using our "open door" policy, if you feel that a more formal procedure is appropriate, we have established a grievance procedure.

The first step in the grievance procedure is to discuss the grievance with your supervisor. If you are not able to resolve your grievance with your supervisor, or if for any reason you feel that you cannot discuss the grievance with your supervisor, you should prepare a written grievance report. The report should be signed and dated, and should describe your grievance fully. Give the report to the Human Resources manager or supervisor. Human Resources or other designated representative will investigate your grievance, discuss the grievance with you, and give you a final decision. We cannot guarantee that every grievance will be resolved to your satisfaction, but you will have the opportunity to present the facts and each grievance will be thoroughly considered. Our objective is to provide a fair and prompt procedure to address any problem that may arise.

- If the grievance procedure is to be effective, a grievance must be presented as soon as it arises. Accordingly, you should present your grievance as quickly as possible.

Remember: If your problem or complaint involves a violation of SAA's EEO/Harassment Policy, you must follow the complaint procedure under that policy.

## **POLICY MANUAL CONTROL**

SAA's Policies and Procedures Manuals, Inspection Manual and Quality System Manual contain confidential business information. These manuals are SAA's exclusive property. Supervisors and managers are responsible for keeping these manuals up-to-date and familiarizing employees with any revisions. All employees are authorized to use these manuals in performing their jobs. Controlled copies are distributed throughout the Company.

The contents of the manuals shall not be reproduced electronically or mechanically and/or distributed to SAA employees or anyone else without the written consent of the Director of Quality Control.

## **BUSINESS EXPENSE REIMBURSEMENT**

When you are required to travel on Company business, other than routine trips to and from work, you may claim reimbursement for reasonable and customary mileage, public transportation and

meals. Expense receipts must be provided to substantiate all requests for reimbursement. Per diem and lodging will be authorized if you are required to travel and stay overnight (normally in excess of 24 hours).

### IDENTIFICATION CARDS AND VISITORS

Each employee will be issued an authorized security badge, which is the property of SAA and must be returned to SAA upon termination, and must be worn and visible at all times while on SAA property. All visitors to the hangars must be authorized by management and must register with the Security Guard and at the Main Reception Area whether accompanied by an employee or not. Previously authorized vendors and official visitors must obtain advance approval of the "host" manager each time they visit before entering any area of the hangars. All visitors to the hangars will be required to wear a visitor or contractor badge.

Your visitors must have the approval of the Human Resources. Approval should be requested at least one week in advance. If you wish to bring visitors, including former employees, to the hangars, you must obtain approval of the Human Resources through your supervisor or manager.

We welcome visitors who abide by this procedure, but will consider those who do not to be trespassers. Should you observe a visitor you believe to be unauthorized, you should report the visitor to your manager or to Human Resources immediately.

### SOLICITATIONS AND DISTRIBUTIONS

To help protect you and your co-workers from annoying solicitations and to help maintain a businesslike work place, SAA has a no solicitation or distribution rule.

Non-employees are not permitted to solicit or to distribute literature of any kind on Company property. Moreover, working time is for work and should be spent performing work assignments. Accordingly, you may not solicit co-workers or distribute literature of any kind during your working time. Similarly, you may not engage in solicitation nor may you distribute literature to another employee who is on his or her working time. Working time does not include time such as meal or break periods.

To help ensure a clean and safe work place, you may not distribute literature of any kind in any work area (even during non-working time). A work area is one where work is normally performed. Examples of non-work areas include break areas and parking lots.

### HANGAR SECURITY

Uniformed security officers will be on duty to patrol all hangar areas. SAA expects all employees and visitors to cooperate fully with security personnel. They are here to help, and to help protect personal property and the Company's property and facilities.

### *PERSONAL APPEARANCE*

There are often visitors, such as customers, vendors, etc., in our facilities. To ensure that our visitors have a positive and professional image of SAA, we ask that you dress neatly and appropriately for work. Hair, beards and mustaches must be well kept.

### *UNIFORMS*

SAA provides production employees 5 sets of uniforms when they are first employed. You may purchase additional uniforms, jackets, coveralls and various other SAA apparel at our cost in Human Resources. We also have a uniform rental program. If you wish to rent instead of maintaining your own uniforms, a credit will be applied against your rental uniforms for the value of the Company furnished uniforms. Production employees should wear these uniforms while at work.

### *SAFETY*

*SAFETY* is IMPORTANT at SAA!! We believe that production and profits are *not* worth risking the safety and well being of our employees, visitors and contractors. We can achieve our production goals through safe work practices. The *safe way* is the easiest, most efficient way to do any job at SAA. It also is the only way! Injuries can be avoided if we observe reasonable caution, exercise good judgment in performing our jobs, and show concern for the well being of our fellow workers.

Obviously safety rules cannot be written for every situation or condition. How safe we make our facility is the personal responsibility of each employee. Your help, suggestions, and ideas are valuable, and we encourage you to share them with us.

You can avoid injury to yourself, to your fellow workers, and prevent damage to the material and equipment if you think about where you place your hands and feet, as well as what's going on above and around you.

Each department has Safety Rules for the particular area and operation. Your manager will provide you a copy of the rules that apply to your department and will review them with you. You are required to become familiar with these rules.

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The following guidelines are applicable to each of us. We must take them seriously.

1. All employees must wear and use the protective equipment and other safety devices required for their jobs. This normally includes safety glasses and ear protection, although some jobs may require additional personal protective equipment. Your manager will instruct you on the safety equipment necessary for your job.

2. Your manager will explain how to do your job safely and will point out any potential hazards. Listen to and follow carefully all safety instructions given by your manager. Never hesitate to ask questions or request further instructions when you are assigned to an unfamiliar job. Know the location of first aid supplies, fire equipment, and alarm systems. Promptly report all accidents/injuries to your supervisor and cooperate in the preparation of all appropriate forms.

3. All employees must know and follow SAA's emergency procedure. The Company has an Emergency Medical Response team for emergency situations. This procedure will be covered in your orientation and is available in the work docks.

4. Immediately report any occurrences involving a fire, a personal injury, or damage to SAA property or equipment, to your supervisor or lead.

5. Stay clear of A/C intakes and exhaust during engine power checks and run-ups.

6. Be aware of sharp protrusions and tripping hazards around aircraft.

7. Only SAA certified employees are authorized to operate motorized equipment and certain shop equipment. Certified employees must carry their valid SAA equipment license.

8. Clean up all spills immediately.

9. Use caution when walking across the hangar -- the floor is slippery when wet.

10. Use only the proper tools for the job to be done; return any defective tools to the Tool Room for repair.

11. Protective devices such as guards are to remain on the equipment and must be used at all times.

12. Safety belts are required any time when working at a height above 6 feet, even when working out of the man-lift (JLG).

3. No canvas shoes are allowed. Leather shoes or boots are required and steel-toed shoes or boots are recommended.



14. First Aid supplies are located in the Stores Department, and Emergency Shower/Eye-wash stations are located in each hangar. Become familiar with their locations.
15. SAA has designated containers for waste oil, skydrol, and fuel. Become familiar with the location of these containers and use them for disposal of these substances.
16. Become familiar with the location of fire equipment and alarm systems.

### WORKERS' COMPENSATION

SAA provides workers' compensation insurance for all employees at no cost to you. If you are injured on the job and your injury is covered by workers' compensation, you will receive covered medical, surgical and hospital treatment at no cost, *plus* workers' compensation benefits to help reimburse you for time lost from work. However, any accident must be reported immediately to your manager, and an accident report *must* be completed within five (5) days of an injury; otherwise, workers' compensation benefits may be denied. You must report any on-the-job injury immediately to your manager.

If you have a question about Workers' Compensation benefits, please talk to a Human Resources Representative. He or she will assist you in obtaining any Workers' Compensation benefits to which you may be entitled.

### HOUSEKEEPING

SAA has a substantial investment in facilities and equipment to provide you with a good and efficient working environment and to provide our customers with quality service. SAA needs your help to protect the investment. Use all equipment and supplies properly. Do not abuse our physical facilities. Any form of graffiti on walls or furniture is strictly prohibited.

Good housekeeping is directly related to safety. A clean, orderly, and well-maintained facility provides a safer place for everyone. You are responsible for your work area and can help by cleaning up your workplace when you finish a job, by putting tools and materials in their proper place, and by throwing trash in designated containers. Periodic departmental and hangar safety inspections include emphasis on housekeeping as well as unsafe conditions or practices.

### SMOKING

~~Smoking is strictly prohibited in all office and hangar areas of the facility. Smoking is permitted only in designated smoking areas outside the buildings where red metal cans are located, usually~~

near covered picnic tables. Use the cans provided to dispose of your cigarette butts. Smokeless tobacco is not permitted in the hangars.

### TRAINING/EDUCATION

SAA provides on-going administrative, production and safety training for employees, to ensure you are up-to-date on the most efficient and effective methods and techniques you need to perform your job. All employees who work directly on or with aircraft will be provided all orientation and training required by the Federal Aviation Administration.

Any employee who sees a need for job-related training or education that is available in the community and not provided directly by SAA should discuss the training with his or her supervisor and a representative of Human Resources.

The Training Department maintains records of all technical training received during your employment with SAA or with a previous employer. This includes all OJT records for SAA employees. Completed OJT records must be turned in to the Training Department for all skill level training.

## ACKNOWLEDGEMENT

I hereby acknowledge that I have received and will read a copy of the San Antonio Aerospace, L.P. Employee Handbook. I have been provided this handbook for my reference to information about the company and its policies and procedures. If I have any questions on the contents of this handbook, I will contact my supervisor or the Human Resources Department.

12-30-02  
Date

LEU REED JR  
Employee Name PRINTED  
Leu Reed Jr  
Employee Signature

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

LEVI REED, JR.,

Plaintiff,

SAN ANTONIO AEROSPACE, L.P.,

Defendants.

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CAUSE NO. SA-05-CA-186-RF

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**DECLARATION MADE IN SUPPORT OF  
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

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**EXHIBIT K**

**ANTI-HARASSMENT POLICY**

We are committed to equal opportunity and equal treatment for all qualified persons.

We provide equal opportunity and equal treatment in all aspects of employment in all employees and in all aspects of employment without regard to race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age (40 and over), marital status, physical or mental disability, or military status. We make reasonable accommodations to ensure equal employment opportunities for qualified disabled individuals. A disabled individual is qualified for a job if he or she can, with or without reasonable accommodation, perform the essential job duties.

We expect you to respect the feelings of your fellow employees, and to treat your fellow employees in a courteous and professional manner. We will not tolerate any form of harassment of our employees. Harassment includes any hostile, intimidating, offensive, insulting, demeaning or otherwise unwelcome words or conduct. Specifically prohibited is harassment because of a person's sex, race, national origin, religion, age or disability. Examples of prohibited harassment includes offensive, insulting or meaning stereotypes, remarks, gestures, jokes, pranks or slurs about a person's sex, race, national origin, religion, age or disability. Harassment of our employees is forbidden and will result in disciplinary action, which may include immediate discharge.

**SEXUAL HARASSMENT**

maintain a professional workplace that is free from sexual harassment. Managers and supervisors shall not threaten or insinuate that an employee's refusal to submit to sexual advances or any other form of sexual harassment will adversely affect the employee's continued employment, pay, benefits, working conditions or job opportunities. Similarly managers and supervisors shall not state or imply that submission to sexual advances or any other form of sexual harassment will in any enhance an employee's employment opportunities, hours, pay, benefits, or any other terms or conditions of employment. No manager or supervisor has any authority to take any action against an employee, including discharge, demotion, or reducing the employee's work hours, benefits or pay, because the employee refuses to submit to sexual advances or any other form of sexual harassment. Similarly, no manager or supervisor has any authority to give an employee preferential treatment because the employee does submit to sexual advances or any other form of sexual harassment.

Verbal or physical conduct of a sexual nature that could contribute to a hostile or offensive workplace for any employee, whether committed by a manager, a supervisor, or an employee or any other person (including a contractor or customer), are prohibited. Examples of prohibited conduct include:

- Use of profane or vulgar language
- Unwelcome sexual flirtations, sexual advances or sexual propositions
- Sexually-oriented or suggestive jokes or comments
- Comments about a person's body or sex life
- Sexually degrading words, including sexual slang used to describe any person
- Physical contact of a sexual nature, including unwelcome or inappropriate touching, pinching, patting, grabbing or hugging
- A supervisors or managers demeaning or insulting comments about an employee or about an employee's job performance related to the employee's race, sex, national origin, religion, age or disability
- The display in the work place of sexually oriented or suggestive pictures or objects
- Sexually suggestive or vulgar graffiti, including words and drawings
- A supervisors or managers comments suggesting that an employee will suffer employment consequences, such as demotion, discharge or denial of a pay raise if he/she does not agree to sexual demands or if he/she complains about offensive sexual behavior or any other form of harassment
- Comments suggesting that an employee will receive favorable employment treatment in exchange for sexual favors.

**COMPLAINT PROCEDURE**

Employees must promptly report any incident of harassment or any other violation of our EEO/Harassment Policy directly to our Manager of Human Resources. You must report any harassment or violation of our Policy to your manager or supervisor, who has a responsibility to prevent harassment and stop it if it occurs. We expect that SAA can promptly investigate and, if appropriate, take prompt and effective action. It is essential that you promptly notify our Manager of Human Resources. Simply reporting it to your manager or supervisor is not sufficient.

Managers and supervisors have a responsibility to enforce our EEO/Harassment Policy, managers and supervisors responsibility includes immediately taking action if harassment or other violation of our policy is observed or reported, and reporting any violations directly to the Manager of Administration. Failure to do so will result in disciplinary action.

The Manager of Administration will thoroughly investigate all complaints. The employee may be required to prepare a written report detailing the alleged violation of our policy, and to sign the report. To the extent practicable the investigation will be confidential with due regard for the sensitivity of the matter. If, after completing our investigation, we determine that a complaint is valid, we will take prompt and appropriate disciplinary action against the employee engaging in such conduct. Depending upon the severity of the violation of our policy, appropriate discipline may be immediate discharge.

We encourage you to come forward if you have a complaint and we assure you that no adverse action will be taken or allowed against any employee who reports harassment or any other violation of our EEO Policy.

I have read, understand and agree to comply with this  
EEO/Harassment Policy.

LEAH REED SR  
Print Employee's Name

Leah Reed Sr  
Employee's Signature

EXHIBIT

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

LEVI REED, JR.,

Plaintiff,

SAN ANTONIO AEROSPACE, L.P.,

Defendants.

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CAUSE NO. SA-05-CA-186-RF

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DECLARATION MADE IN SUPPORT OF  
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

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EXHIBIT L

EEOC Form 161 (10/96)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: Levi Reed  
9711 Green Plain Drive  
San Antonio, TX 78245

From: U. S. Equal Employment Opportunity Commission  
San Antonio District Office  
5410 Fredericksburg Rd. Suite 200  
San Antonio, TX 78229

☐ On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No.	EEOC Representative	Telephone No.
360-2004-11422	Travis Hicks, Enforcement Supervisor	(210) 281-7603

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- ☐ The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- ☐ Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- ☐ The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- ☐ We cannot investigate your charge because it was not filed within the time limit required by law.
- ☐ Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- ☐ While reasonable efforts were made to locate you, we were not able to do so.
- ☐ You had 30 days to accept a reasonable settlement offer that afford full relief for the harm you alleged.
- ☒ The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- ☐ The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- ☐ Other (briefly state) \_\_\_\_\_

## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** from your receipt of this Notice; otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

*Esther Y. Hernandez*  
Pedro Esquivel, District Director

12/8/04  
(Date Mailed)

Enclosure(s)

cc: San Antonio Aerospace

S.A.A. 080

EXHIBIT

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